

STATE OF IDAHO
DEPARTMENT OF LANDS



WELL DRILLING SERVICES
IDL CONIFER SEED ORCHARD – LEWISTON, ID
INVITATION TO BID NO. 21-200-000066

DUE BEFORE 3:00:00 PM Mountain Time (2:00:00 Pacific Time) ON APRIL 30, 2021

**IDAHO DEPARTMENT OF LANDS
INVITATION TO BID 21-200-000066**

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**IDAHO DEPARTMENT OF LANDS
INVITATION TO BID 21-200-000066**

WELL DRILLING SERVICES – IDL CONIFER SEED ORCHARD – LEWISTON, ID

RESPONSES DUE BEFORE 3:00:00 PM MT on April 30, 2021

The purpose of this Invitation to Bid (ITB) package is to solicit sealed bids for the efficient completion of drilling and installing a high volume well along with a well pump pursuant to the requirements outlined in the attached project description, solicitation and contract documents.

PRE-BID SITE MEETING:

A mandatory pre-bid meeting will be held at the project site on April 13, 2021 at 10:30 AM Pacific Time (PT) to give interested vendors an opportunity to survey the site, and establish a good knowledge of how the work can and should be completed. Representatives from IDL's Procurement Program and Forest Management Program will attend the pre-bid meeting to guide the process and document vendor inquiries. **IF you plan on attending this MANDATORY meeting, please RSVP to PurchasingITB@idl.idaho.gov** no later than April 9, 2021. Address your email to the attention of Drew Evans. Final instructions regarding the pre-bid meeting will be provided on April 12 via email. Failure to attend the mandatory pre-bid site meeting will result in your company NOT being considered for contract award.

QUESTIONS:

All questions related to this Invitation to Bid shall be directed to PurchasingITB@idl.idaho.gov utilizing the "Bidder Questions" attachment, which has been provided as a separate electronic document (an example of this attachment can be found on pgs. 61-62). Inquiries shall be in writing and shall reference the appropriate section and paragraph number. Verbal questions will not be accepted. Those questions documented by IDL staff at the pre-bid site meeting will be included as written inquiries. The deadline for receiving questions is April 16, 2021 by 5:00 PM Mountain Time (MT). Only questions answered by written amendment are binding. Oral interpretations have no legal effect. Unofficial communication streams are not binding and at the Contractor's own risk. Responses to questions received will be posted as an addendum on the IDL website at www.idl.idaho.gov.

INSTRUCTIONS:

The submitting Vendor agrees that its Bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing date, unless otherwise identified in the Solicitation. A Bid shall not be accepted if marked "price prevailing at time of delivery," "estimated prices," "actual costs to be billed," or similar phrases. After the date and time of closing, no price change will be allowed, unless otherwise stated in the Solicitation. All Bids must be in U.S. Dollars.

Bids may be entered electronically in the excel version of each Schedule A. Simply enter your firm-fixed price for each line item, and fill in the required vendor information. Then print and sign the form(s) OR print the blank form(s) and enter bids by hand, sign and submit. The signed Schedule A(s) shall be returned to Email address listed below. A vendor submitting an incomplete Schedule A may be determined non-responsive. IDL intends to find a Contractor to complete both the well drilling/well install and the pump purchase/install within its established allocated budget. However, if all bids received exceed the available budget – IDL may elect to award the well drilling/well install only, or phase the project in its best interest. Award will be made to the qualified bidder submitting the lowest responsive responsible bid – based on the TOTAL EXTENDED AMOUNT.

IDL reserves its right to enter negotiations pursuant to IDL Procurement Policy #13. Additionally, if the resulting well depth is actually significantly shallower than the estimated 1200', IDL reserves the

right to request an equitable adjustment to the overall project cost reflecting a decrease commensurate with the reduction in labor, materials and overhead required by the contractor.

ITB DEADLINE AND DELIVERY REQUIREMENTS:

Sealed bids must be received **ELECTRONICALLY** by the Idaho Department of Lands at PurchasingITB@idl.idaho.gov prior to 3:00:00 PM MT on April 30, 2021. The Idaho Department of Lands assumes no responsibility for failure of any electronic submission process, including any computer or other equipment to deliver all or a portion of the Bid at the time, or to the email address, required by the Solicitation. The date and time of electronically received bids, to the Idaho Department of Lands email address listed, will be used to determine if electronically submitted bids were received by the due date and time specified. **Late bids will not be accepted. Fax bids will not be accepted. Mailed bids will not be accepted.**

Bid Submission Email:

PurchasingITB@idl.idaho.gov

Bids are to be marked in the subject line with the following information:

Sealed Bid For: 21-200-000066 WELL DRILLING SERVICES – IDL CONIFER SEED ORCHARD – LEWISTON, ID
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PUBLIC BID OPENING - VIRTUAL

There will be a virtual public bid opening via ZOOM at 3:15:00 PM on April 30, 2021. Participants may attend by video or phone conference utilizing the following meeting information:

<https://idl.zoom.us/j/81853592860?pwd=NVpKdnliN2M5ak45VEk2dmFxMHFBQT09&from=addon>

Meeting ID: 818 5359 2860

Passcode: 693813

By Phone: 1-253-215-8782 and follow instructions to enter the Meeting ID and Passcode

IDAHO DEPARTMENT OF LANDS

STANDARD INFORMATION

ITB 21-200-000066

ADDENDA

It will be the respondent's responsibility to check for any addenda prior to submitting a bid. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a respondent will be available to all other respondents if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed respondents.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a bid.

DISQUALIFICATION AND AWARD INFORMATION

The state reserves the right to make reasonable inquiry to determine the responsibility of a contractor. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful contractors must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a contractor to promptly supply information in connection with such a request is reason for disqualification. Except as otherwise provided by law, information furnished by the contractor pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the Contractor. Disqualification of a high-ranking contractor may be pursued when their reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bids are considerably below Department estimates and the other bids. The purchasing agent will contact the contractor and request that they disqualify themselves by withdrawing in writing. If the contractor refuses to withdraw, the purchasing agent may notify the contractor in writing or email that the Department will not offer the contractor a contract and proceed with an award to the next responsible contractor.

PARTNERSHIPS

Contractors responding as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners, and the partnership's federal taxpayer ID number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code). Contact the Idaho Industrial Commission with any Worker's Compensation questions.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which contractor submitted the lowest responsible bid. If the contractor who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled contractors, then the State must apply a preference. The penalty applied to out-of-state contractors competing against Idaho contractors is determined by the penalty applied by the contractor's domiciliary state to its out-of-state contractors.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A contractor domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled contractor provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the contractor maintains in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the Office of the Secretary of State.

REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv) a finding is made based upon available evidence that a respondent is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered deviates to a major degree from the specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive solicitation process or provide a respondent an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids or to cancel a solicitation or invitation to bid. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the solicitation process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

AWARD PROCEDURES

For contracts with a total value of \$100,000 or less, the State will email all respondents within five (5) business days following the solicitation closure of its intent to award a contract(s) and the party(ies) to whom the contract(s) will be awarded and will then email a contract award to the successful respondent(s).

For contracts with a total value of more than \$100,000, the State will notify all respondents within five (5) business days following the solicitation closure, by mail and/or email, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period, if no appeals are received, the State will award a contract to the successful respondent(s).

Respondents to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all respondent's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low respondent.

SCHEDULE OF EVENTS

ITB 21-200-000066

Invitation to Bid Release	April 2, 2021
Pre-bid Meeting -	April 13, 2021 at 10:30 AM PT
Deadline for Receipt of Written Inquiries	April 16, 2021 at 5:00:00 PM MT
Bid Due Date	Before 3:00 PM MT on April 30, 2021
Anticipated Intent to Award Date	May 4, 2021
Anticipated Contract Award Date	May 11, 2021

STATE OF IDAHO
DEPARTMENT OF LANDS



WELL DRILLING SERVICES
IDL CONIFER SEED ORCHARD – LEWISTON, ID
CONTRACT 21-200-000066
(CONTRACTOR TBD)

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**STATE OF IDAHO
DEPARTMENT OF LANDS
CONTRACT 21-200-000066**

THIS FIXED PRICE CONSTRUCTION AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "IDL", and _____, hereafter referred to as the "CONTRACTOR."

- a. Agreement: This duly executed written agreement between IDL and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Statement of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: the IDL employee with the authority to enter into, administer, modify, and/or terminate this contract, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the contractor.
- c. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- d. Forester-In-Charge: The designated Department of Lands representative, also referred to as "FIC" or "Representative", who will provide daily technical oversight to the contractor and ensure the contractor performs according to the Scope of Work. The FIC cannot modify the stated terms of the contract unilaterally or direct the contractor to perform work not specified in the contract. Only the Contracting Officer and the Contractor can do so bilaterally.
- e. IDL: The Idaho Department of Lands.
- f. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- g. Procurement Manager: The Contracting Officer for the Idaho Department of Lands.
- h. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- i. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.

- j. State: The State of Idaho including each agency unless the context implies other states of the United States.
- k. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the IDL acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the IDL in its regulatory and assistance duties, and in managing Idaho's public trust lands.

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, IDL and the Contractor agree:

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Contract, the scope of work, identified in Exhibit A and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both IDL and the Contractor, Change Orders signed by both IDL and the Contractor, Construction Change Directives for minor changes in the Work (the "Contract Documents"). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.

1.2 The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce IDL to execute this Contract and recognizing that IDL is relying thereon, the Contractor, by executing this Contract, makes the following express representations to IDL:

2.1 The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.

2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall be a warranty that the contractor believes that the documents are complete, and the Project is buildable as described except as reported.

2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

2.5 The Contractor warrants to IDL that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by IDL or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by IDL, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

ARTICLE 3 INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, IDL and the Contractor agree as follows:

3.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.

3.2 The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

3.3 Nothing contained in this Contract shall create, nor be interpreted to create, private or any other relationship whatsoever between IDL and any person or entity except the Contractor is entitled to performance and enforcement of obligations under the Contract

intended or necessary to facilitate its duties. Any reference to IDL or the Contractor shall be deemed to include authorized representatives.

3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3.5 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

3.6 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.7 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to IDL of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

3.8 The express or implied approval by IDL of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. IDL MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations or warranties by IDL concerning such documents, as no such representations or warranties have been or are hereby made.

3.9 In the event of any conflict among any of the documents which make up this Contract, and the interpretation shall be binding on both IDL and Contractor; provided, however, that this does not change IDL's right to make decisions regarding Claims in accordance with Article 12 and Article 13. If no interpretation is provided, the most stringent requirement in the Contract Documents will apply.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

4.1 Unless otherwise agreed, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

4.2 The Drawings and Specifications and other documents, and any copies, are to be used solely for this Project, and not on any other project, or additions to this Project outside this Contract, without written consent of IDL; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

4.3 Submission to or use by a regulatory body related to this Project is an acceptable use.

ARTICLE 5 CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, including the following:

5.1 Construction of the Project.

5.2 The furnishing of any required surety bonds and insurance.

5.3 The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for the State of Idaho require a building permit issued by the Division of Building Safety.

5.4 The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted and approved by IDL as a condition precedent to final payment to the Contractor.

ARTICLE 6 TIME FOR CONTRACTOR'S PERFORMANCE

6.1 The Contractor shall commence the performance of this Contract and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the "Contract Time."

6.2 The Contractor may be assessed by and be responsible to IDL for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by IDL estimated at the time of this Contract. When IDL reasonably believes that Substantial

Completion will be inexcusably delayed, IDL shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by IDL to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which IDL has withheld payment, IDL shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. IDL's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and IDL shall retain all remedies at law or in equity for delay or other breach.

6.3 The term "Substantial Completion," as used herein, shall mean that point at which, as certified by IDL, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that IDL or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of IDL, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.

ARTICLE 7 FIXED PRICE AND CONTRACT PAYMENTS

7.1 IDL shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A according to Idaho Code 67-2302. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.

7.2 Prior to submitting its first pay application, the Contractor shall prepare and present to IDL the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information IDL reasonably requests. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing.

7.3 IDL shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor's Request for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Said payment request shall be on IDL's standard form, or an alternate form approved by IDL, and shall include whatever supporting information as may be IDL. Therein, the Contractor may request payment for one hundred percent (100%) of the

Work satisfactorily completed to the date of the Contractor's Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor's Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved in writing by IDL). The Contractor's Request for Payment must exclude the total amount of previous payments received from IDL. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that IDL has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which IDL has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition precedent to payment, the Contractor shall, if required by IDL, furnish to IDL properly executed waivers or releases, in a form acceptable to IDL, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor's Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor's Request for Payment also constitutes the Contractor's affirmative representation that, upon payment of the Contractor's Request for Payment submitted, title to all Work included in such payment shall be vested in IDL.

Thereafter, IDL shall review the Contractor's Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor's Request for Payment and as required by this Contract. IDL shall approve in writing the amount which is properly owing to the Contractor and such approval is required before IDL shall have any payment obligation. IDL may withhold such approval, in whole or in part, as necessary to protect IDL if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor's Request for Payment or is not in strict conformance to the Contract Documents.

7.4 IDL shall make payment to the Contractor according to Idaho Code 67-2302 following receipt by IDL Contractor's Request for Payment. The amount of each such payment shall be the amount approved for payment by the less such amounts, if any, otherwise owing by the Contractor to IDL or which IDL shall have the right to withhold as authorized by this Contract. The approval of the Contractor's Request for Payment shall not preclude IDL from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.

7.5 Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

.1 The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested:

.2 All materials stored off-site must be segregated and clearly marked with the IDL Project number and as being the "Property of the State of Idaho;"

.3 IDL's Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;

.4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;

.5 The Contractor must maintain and must provide, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and

.6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

7.6 When payment is received from IDL, the Contractor shall immediately pay all subcontractors, materialmen, laborer and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event IDL becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer or supplier as provided herein, IDL shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by IDL, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit IDL to repeat the procedure in the future.

7.7 Payment to the Contractor, utilization of the Project for any purpose by IDL, or any other act or omission by IDL shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

7.8 IDL shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

- .1** The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;
- .2** The quantity of the Contractor's work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;
- .3** The Contractor's rate of progress is such that, in IDL's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that IDL will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of IDL;
- .4** IDL reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by IDL, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;
- .5** There are claims made or it seems reasonably likely that claims will be made, against IDL;
- .6** The Contractor has caused a loss or damage to IDL or another contractor;
- .7** IDL reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount or IDL reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;
- .8** The Contractor fails or refuses to perform any of its obligations to IDL; or
- .9** The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

In the event that IDL makes written demand upon the Contractor for amounts previously paid by IDL as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.

7.9 If IDL, without cause, fails to pay the Contractor any amounts due and payable sixty (60) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to IDL of the Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph.

7.10 When Contractor considers Substantial Completion has been achieved, the Contractor shall notify IDL and the in writing and shall furnish a listing of those matters yet to be finished. IDL will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Contractor will so notify IDL will therein set forth the date of Substantial Completion. IDL and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, IDL shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by IDL for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the IDL determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, IDL may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.13. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of IDL and Contractor.

7.11 When Contractor considers the Project is at final completion, it shall notify IDL. Thereupon, the IDL will perform a final inspection of the Project. If the IDL confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to IDL, IDL will furnish a final approval for payment to IDL certifying to IDL that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.

7.12 If the Contractor fails to achieve final completion within a reasonable number of days as established by IDL from the date of Substantial Completion, the Contractor may be assessed and be responsible to IDL for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by IDL, estimated at or before the time of executing this Contract. When IDL reasonably believes that final completion will be inexcusably delayed, IDL may withhold from any amounts otherwise due the Contractor an amount then believed by IDL to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which IDL has withheld payment, IDL shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. IDL's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and IDL shall retain all remedies at law or in equity for delay or other breach.

7.13 As a condition precedent to final payment, the Contractor must furnish IDL, in the form and manner required by IDL the following:

- .1** An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;
- .2** A release by the Contractor of all Claims it has or might have against IDL or IDL's property (Exhibit E);
- .3** Contractor's Affidavit of Debts and Claims (AIA Document G706);
- .4** Consent of Surety to final payment (AIA Document G707);
- .5** Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor: and
- .6** A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit D, to be submitted by Contractor to the Idaho Tax Commission).

7.14 IDL shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within sixty (60) days of the IDL's execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

ARTICLE 8 INFORMATION AND MATERIAL SUPPLIED BY IDL

8.1 The Administrator of Support Services of IDL or his designee shall be the sole representative of IDL.

8.2 IDL will assign a Representative to represent IDL, identified in Exhibit B. IDL's Representative's duties, responsibilities and limitations of authority are in accordance with IDL's policies and procedures.

8.3 IDL shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of IDL and for no other purpose. By furnishing such material, IDL does not represent, warrant or guarantee its accuracy, either in whole in part, implicitly or explicitly.

8.4 IDL will secure and pay for all required easements, the plan check fee required by the Division of Building Safety, conditional use permits, and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by IDL.

8.5 IDL will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense.

ARTICLE 9 STOP WORK ORDER

9.1 In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, IDL may instruct the Contractor to stop Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately stop as instructed by IDL and shall not proceed further until the cause for IDL's instructions has been corrected, no longer exists or IDL instructs that the Work may resume. In the event IDL issues such instructions to stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to IDL that the cause of such instructions will be eliminated or corrected, then IDL shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by IDL. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor's performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies IDL may have against the Contractor.

9.2 Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

ARTICLE 10 DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to IDL:

10.1 The Contractor's continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to IDL, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.

10.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors,

inconsistencies or omissions discovered shall be reported to IDL and IDL's Representative immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete, and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for an interpretation by IDL and may constitute a claim pursuant to Article 12 hereof where appropriate.

10.3 The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

10.4 The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

10.5 All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

10.6 Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.

10.7 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

10.8 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.

10.9 The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a project manager, shall be reviewed and must be approved by IDL, and neither shall be changed except with the consent of IDL, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to IDL. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all

communications given to the superintendent or project manager are deemed given to the Contractor.

10.10 So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless IDL agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph 10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.

10.11 The Contractor shall provide to IDL a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to IDL. The schedule must be submitted to and accepted by the IDL prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone schedule must be updated as required by IDL to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract, unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to IDL. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

10.12 Once a month, or at intervals as required by IDL, the Contractor shall advise IDL and of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise IDL in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short term schedule, as required by Division 1 of the Specifications, each month. This short term schedule shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.

10.13 If the Work is not progressing through no fault of IDL, as shown on the milestone schedule, and IDL does not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, IDL, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays and holidays, without additional cost to IDL to bring the Work on schedule.

10.14 The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All of these items shall be available to IDL at all regular business hours. Upon final

completion of the Work, all of these items must be updated by the Contractor and provided to the IDL and shall become the property of IDL.

10.15 The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings and other submittals (including product data and samples) required by the Contract Documents and shall submit to the IDL only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of IDL or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless IDL has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by IDL shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. IDL shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.

10.16 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

10.17 At all times relevant to this Contract, IDL shall have a right to enter the Project site and the Contractor shall allow IDL to review or inspect the work without formality or other procedure.

10.18 The presence or duties IDL's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, IDL's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the Contractor or other entities or any other persons at the site except their own personnel. The presence of IDL's personnel at a construction site is for the purpose of providing to IDL a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. For this Contract only, construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.

10.19 Unless otherwise provided in the Construction Documents, on all projects where the Fixed Price Contract Amount is over \$1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method ("CPM") to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement

is to assure adequate planning, coordination and execution of the Work. The schedule shall indicate the dates for starting and completing major work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities having critical time restraints on action, required by IDL, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work.

The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to IDL a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.

ARTICLE 11 INDEMNITY

11.1 Contractor shall indemnify, defend, and save harmless IDL, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.

11.2 Upon receipt of IDL's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for IDL, to begin fulfilling its obligation to indemnify, defend, and save harmless IDL. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of IDL under this Agreement. However, if it is determined by a final judgment that IDL's negligent act or omission is the sole proximate cause of a suit or claim, IDL shall not be entitled to indemnification from Contractor with respect to such suit or claim, and IDL, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 11.3.

11.3 Any legal defense provided by Contractor to IDL under this section must be free of any conflicts of interest, even if retention of separate legal counsel for IDL is necessary. Any attorney appointed to represent IDL must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

ARTICLE 12 CLAIMS

12.1 For purposes of this Contract, a "Claim" means a demand by the Contractor to IDL, or by IDL to the Contractor, for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, or other relief with respect to the terms of the Contract, which demand the Contractor or IDL asserts is required or allowed under the Contract Documents and which the Contractor and IDL have previously discussed and failed to agree upon.

12.2 For the Claim to be considered, it must meet the following requirements:

- .1** The Claim must be in writing;
- .2** The Claim by the Contractor must be signed by an authorized representative of the Contractor, and the Claim by IDL must be signed by an authorized representative of IDL;
- .3** The Claim by the Contractor must be provided to IDL. The Claim by IDL must be provided to the Contractor;
- .4** The Claim must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Claim;
- .5** The Claim must describe in detail all known facts and circumstances that the Contractor or IDL asserts support the Claim;
- .6** The Claim must refer to the provision(s) of the Contract Documents that the Contractor or IDL asserts support the Claim;
- .7** The Contractor or IDL must provide all documentation or other information to substantiate the Claim; and
- .8** The Contractor or IDL must continue its performance under this Contract pending the resolution of any Claim; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.

12.3 The failure by the Contractor to meet any of the requirements of Paragraph 12.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Claim. Similarly, the failure by IDL to meet any of the requirements of Paragraph 12.2 shall constitute a complete waiver by IDL of any rights arising from or related to the Claim.

12.4 If the Claim is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and

.2 The Contractor shall notify IDL of the condition and shall not disturb the condition until IDL have observed it or have waived in writing the right to observe it.

12.5 If the Claim by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Claim:

.1 Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, claim preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by IDL or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and

.2 IDL shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any claims of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of IDL shall be limited in the same manner as described in subparagraph 12.5.1.

12.6 If the Claim by IDL is for a change in the Fixed Price Contract Amount, all other applicable provisions to the Claim apply.

12.7 If the Claim by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The Contractor has been delayed in its performance by an act or omission of IDL and through no fault of the Contractor;

.2 The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;

.3 At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and

.4 Any extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay except a delay caused by the active interference of IDL with the Contractor's performance which active interference continues after written notice to IDL. IDL's exercise of any of its rights or remedies under this

Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

12.8 If a Claim is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported in accordance with Paragraph 2.3, that Claim shall be denied.

ARTICLE 13 RESOLUTION OF CLAIMS

13.1 All Claims made in accordance with Article 12 shall be reviewed and evaluated by the IDL. If the Claim is not made in strict accordance with Article 12, it shall be rejected as waived. Any failure by IDL to reject the Claim for failure to meet the requirements of Article 12 is not binding on IDL and IDL may reject the Claim for such failure.

13.2 No later than seven (7) days from receipt of the Claim by IDL, it shall:

- .1** Make a written request to the Contractor or IDL for more data to support the Claim;
- .2** Attempt to facilitate resolution of the Claim through informal negotiations: or
- .3** If the Claim is by the Contractor, make a written recommendation to IDL, with a copy to the Contractor, that IDL reject or approve all or part of the Claim and state the reasons for the recommendation. If the Claim is by IDL, make a written recommendation to the Contractor, with a copy to IDL, that the Contractor reject or approve all or part of the Claim and state the reasons for the recommendation.

13.3 If the IDL requests more data from the Contractor under subparagraph 13.2.1, the Contractor or IDL shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, IDL will complete the evaluation of the Claim. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Claim being evaluated based on the information in the IDL's possession.

13.4 In evaluating the Claim, IDL may consult with the Contractor, or other persons with knowledge or expertise that may assist the IDL in its evaluation.

13.5 No later than fourteen (14) days after IDL's recommendation regarding the Contractor's Claim, IDL shall, in writing, notify the Contractor of its decision regarding the Claim. No later than fourteen (14) days after receipt by the Contractor of the recommendation regarding IDL's Claim, the Contractor shall, in writing, notify IDL and of its decision regarding the Claim.

13.6 IDL's decision regarding the Contractor's Claim is binding on IDL and the Contractor but is subject to mediation in accordance with this Contract, and the

Contractor's decision regarding IDL's Claim is binding on IDL and the Contractor but is subject to mediation in accordance with this Contract.

ARTICLE 14 SUBCONTRACTORS

14.1 A document shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor's bid unless otherwise agreed to in writing by IDL. Also, upon execution of this Contract by the Contractor, the Contractor shall identify to IDL, in writing, those parties intended as subcontractors on the Project not otherwise named. IDL shall, in writing, state any objections IDL may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom IDL objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to IDL against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

14.2 The Contractor conditionally assigns each of its subcontracts related to the Project to IDL. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by IDL for cause under Paragraph 19.1, IDL may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

ARTICLE 15 CHANGES IN THE WORK

15.1 General

.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article and elsewhere in the Contract Documents: and

.2 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

15.2 Change Orders

.1 A "Change Order" is a written instrument prepared by the Contractor and signed by IDL, and Contractor, stating their agreement upon: a change in the work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;

.2 Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 15.3.4;

.3 The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 15.3.11;

.4 Any Change Order prepared, including those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor's Request for Payment as if such Work were originally part of the Project and Contract Documents; and

.5 By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, IDL shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

15.3 Construction Change Directive (CCD)

.1 A "Construction Change Directive" is a written order prepared by IDL and signed by IDL and the Contractor directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount or Contract Time or both. IDL may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Fixed Price Contract Amount and Contract Time being adjusted accordingly;

.2 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by IDL's Representative and the Contractor's superintendent or project manager. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the IDL and Contractor;

.3 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order;

.4 If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in subparagraph 15.3.7;

.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the IDL in writing within forty-eight (48) hours of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Fixed Price Contract Amount or Contract Time;

.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;

.7 If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by IDL on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 15.3.11. In such case of an increase in Fixed Price Contract Amount, and also under subparagraph 1653.4, the Contractor shall keep and present, in such form as the IDL may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of permit fees and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change;

.8 The amount of credit to be allowed by the Contractor to IDL for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the IDL. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change;

.9 Pending final determination of the total cost of a Construction Change Directive to IDL, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;

.10 When IDL and Contractor agree with the determination concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order; and

.11 For purposes of subparagraphs 15.2.3 and 15.3.7, the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:

.1 For total changes of \$10,000 or less in direct cost, the amount of overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed twenty percent (20%) of direct costs;

.2 For total changes exceeding \$10,000 in direct cost, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or

.3 The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

15.4 IDL will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on IDL and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 16

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

16.1 If the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive or request from IDL such Work shall be uncovered and displayed for IDL's or inspection upon request and shall be reworked at no cost in time or money to IDL.

16.2 If any of the Work is covered, concealed or obscured in a manner not addressed by Paragraph 16.1, it shall, if directed by IDL, be uncovered and displayed for IDL's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by IDL. Otherwise, such costs shall be borne by the Contractor.

16.3 The Contractor shall, at no cost in time or money to IDL, promptly correct Work (fabricated, installed or completed) rejected by IDL as defective or that fails to conform to this Contract whether discovered before or after Substantial Completion. Additionally, the Contractor shall reimburse IDL for all testing, inspections and other expenses incurred as a result thereof.

16.4 In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from IDL, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.

16.5 IDL may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of: (i) the reasonable costs of removing and correcting the defective or nonconforming Work; or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate IDL for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from IDL, pay IDL such remaining compensation for accepting defective or nonconforming work.

ARTICLE 17

TERMINATION BY THE CONTRACTOR

17.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped: or

.2 An act of government, such as a declaration of national emergency, which requires all Work to be stopped.

17.2 In such event, the Contractor shall be entitled to recover from IDL as though IDL had terminated the Contractor's performance under this Contract pursuant to Paragraph 19.3.

ARTICLE 18

IDL'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

18.1 IDL may, at any time and without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as IDL may determine. If IDL directs any such suspension, the Contractor must immediately comply with same.

18.2 In the event IDL directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

.1 Demobilization and remobilization, including such costs paid to subcontractors;

.2 Preserving and protecting Work in place;

.3 Storage of materials or equipment purchased for the Project, including insurance thereon; and

.4 Performing in a later, or during a longer, time frame than that provided by this Contract.

18.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of IDL. No adjustment shall be made to the extent:

.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 That an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 19 TERMINATION BY IDL

IDL may terminate this Contract in accordance with the following terms and conditions:

19.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then IDL, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, IDL may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 14.2; and finish the Work by whatever reasonable method IDL may deem expedient.

19.2 When IDL terminates the Contract for cause as provided in Paragraph 19.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to IDL. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by IDL for cause pursuant to Paragraph 19.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 19.3 and the provisions of Paragraph 19.3 shall apply.

19.3 IDL may, at any time and for any reason, terminate this Contract. IDL shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. IDL may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to IDL or its designee. The Contractor shall transfer title and deliver to IDL such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

.1 The Contractor shall submit a Termination Claim to IDL specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by IDL. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;

.2 Before or after receipt of the Termination Claim, IDL and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and

.3 If the Contractor has filed the Termination Claim but the Contractor and IDL do not agree on an amount due to the Contractor, IDL shall pay the Contractor the following amounts:

.1 Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by IDL;

.2 Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and

.3 Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 19.3.

19.4 Costs described in subparagraphs 19.3.3.2 or 19.3.3.3 above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the Contractor under subparagraph 19.3.3 exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the amount of payments previously or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

19.5 IDL is a government entity and it is understood and agreed that IDL's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Contract. This Contract shall in no way or manner be construed so as to bind or obligate IDL beyond the term of any particular appropriation of funds by IDL's Legislature as may exist from time to time. IDL reserves the right to terminate this Contract in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for IDL to continue such payments, or requires any return or "give-back" of funds required for IDL to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if IDL discontinues or makes a material alteration of the program under which funds were provided. IDL shall not be required to

transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, IDL shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

ARTICLE 20 INSURANCE REQUIREMENTS

20.1 Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorse to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.

20.2 All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.

20.3 All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.

20.4 By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State.

20.5 Contractor shall maintain insurance in amounts not less than the following;

.1 Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

.3 Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

.4 Worker's Compensation Insurance

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

20.6 The Contractor shall require all subcontractors utilized in performance of this Agreement to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

ARTICLE 21 PROJECT RECORDS

21.1 All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any subcontractor of the Contractor, shall be made available to IDL for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by IDL, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

ARTICLE 22 MISCELLANEOUS PROVISIONS

22.1 The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Boise, Ada County, Idaho.

22.2 Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to IDL, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other relevant

information which may be required on forms which may be prescribed by the Idaho State Tax Commission.

22.3 The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:

.1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

.2 That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

.3 That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

22.4 Before entering into a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit C).

22.5 Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

22.6 The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.

22.7 As between IDL and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

22.8 The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.

22.9 The Contractor is and shall remain in compliance with Executive Order 2009-10 which requires that the Contractor does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and that it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

ARTICLE 23

PERFORMANCE AND PAYMENT BONDS

23.1 The Contractor shall furnish separate performance and payment bonds to IDL. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to IDL and authorized to do business in the State of Idaho.

23.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

23.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 24

EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

24.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

24.2 The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 25 SUCCESSORS AND ASSIGNS

25.1 Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of IDL. If Contractor attempts to make assignment without consent of IDL, Contractor shall remain legally responsible for all obligations under this Contract.

ARTICLE 26 SEVERABILITY

26.1 In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

ARTICLE 27 MEDIATION

27.1 Contractor Claims for additional cost or time are subject to Article 12, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.

27.2 The parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

27.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute

between the Contractor and IDL related to the Contract, including a dispute over IDL's decision regarding a Claim, shall be subject to mediation as follows:

- .1 If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by IDL. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is \$50,000 or more or until there are cumulative Claims or disputes amounting to \$50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;
- .2 The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;
- .3 Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;
- .4 Unless IDL and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;
- .5 The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;
- .6 Unless otherwise mutually agreed to by the parties, the mediation shall be in Boise, Ada County, Idaho;
- .7 The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;
- .8 The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from IDL;
- .9 Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction: and
- .10 Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, IDL shall continue to make payments in accordance with the Contract Documents.

27.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

ARTICLE 28
WAIVER OF CONSEQUENTIAL DAMAGES

28.1 The Contractor and IDL waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

.1 Damages incurred by IDL for rental expenses, for losses of use, income, profit, financing, business and reputation and for loss of management or employee productivity or of the services of such persons.

.2 Damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there; for losses of income, financing, business and reputation; loss of management or employee productivity or of the services of such persons; and for loss of profit except profit arising directly from the Work.

28.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Articles 17 and 19. Nothing contained in this paragraph shall be deemed to preclude an award of the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 29
USE OF THE IDAHO DEPARTMENT OF LANDS NAME

29.1 Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use IDL's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of IDL.

ARTICLE 30
PUBLIC RECORDS

30.1 Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. IDL will not accept the marking of an entire document as exempt. In addition, IDL will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend IDL against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by IDL shall constitute a complete waiver of any and all claims for damages caused by any such release. If IDL receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

ARTICLE 31
CONFIDENTIAL INFORMATION

31.1 Pursuant to this Agreement, Contractor may collect, or IDL may disclose to Contractor, financial, personnel or other information that IDL regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to IDL. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose any Confidential Information to any third party, except with IDL's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to IDL. IDL may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to IDL upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- a. Is or was in the possession of Contractor before being furnished by IDL, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to IDL;
- b. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- c. Becomes available to Contractor on a non-confidential basis from a source other than IDL, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to IDL.

**ARTICLE 32
SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this contract to be executed
effective this _____ day of _____, 2021, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Title _____

Title _____

Idaho Public Works License Number

Taxpayer ID Number

Email

EXHIBIT A

SCOPE OF WORK

**Page Intentionally Left Blank
Reserved for Contract Scope of Work After Award**

EXHIBIT B

ADDRESSES and AUTHORIZED REPRESENTATIVES: The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

OWNER: State of Idaho
Department of Lands
300 N 6th Street Ste 103
Boise, ID 83702

IDL FIC: Name: **Information to be provided upon contract award.**
Telephone:
Email:

CONTRACTOR:

Public Works Contractors License No. _____

Officer: _____ (name and title)
_____ (telephone)
_____ (E-mail)

Contractor's
Project Manager: _____ (name)
_____ (telephone and
FAX)
_____ (E-mail)

May sign for Contractor: Yes [] No []
Change Orders: up to: \$____.00
Construction Change Authorizations: up to: \$____.00
Contractor's Request for Payment

Contractor's
Superintendent: _____ (name)
_____ (telephone and
FAX)
_____ (E-mail)

May sign for Contractor: Yes [] No []
Construction Change Authorizations: up to \$____.00

EXHIBIT C
AFFIDAVIT OF COMPLIANCE

STATE OF)
) ss.
COUNTY OF)

TO: IDAHO DEPARTMENT OF LANDS

In conjunction with contract number (_____), project number (_____
_____)

I, (_____), of (_____), do state that I:

- a) paid minimum wage;
- b) complied, to the best of my knowledge, with all labor laws;
- c) paid all debts incurred as a result of this contract; and
- d) relinquish any further claims against the State of Idaho under this contract, pending final payment for contract services rendered.

Affiant

Subscribed and sworn to me before this _____ day of _____ 20__.

Notary Public in and for _____

Residing at _____

My commission expires on _____

EXHIBIT D



REQUEST FOR TAX RELEASE

Date: _____

RE: IDL Contract Number: **XX-XXX**

Project Name: Well Drilling Services – IDL Conifer Seed Orchard

Project Location: Lewiston, Idaho

Contractor Requesting Release – Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Federal Employer Identification No.: _____

Project Information:

Project is Complete: _____

Project is Substantially Complete: _____

Project Start Date: _____

Project Complete Date: _____

Final Contract Amount (including change orders): _____

Did any public works or other governmental agency supply materials, which were installed by this Contractor or his subcontractors?

Yes _____

No _____

If yes, list these materials and their dollar values: _____

To request a Tax Release, please send this form to:
Idaho State Tax Commission
Attn: Contract Desk; Sales Tax Audit
PO Box 36
Boise, ID 83722

EXHIBIT E

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, _____, do hereby release the State of
Idaho

from any and all claims of any character whatsoever arising under and by
virtue of contract number _____, Dated _____
as amended, except as herein stated.

Dated _____ Contractor _____

PROJECT SCOPE OF WORK IDL ITB 21-200-000066

PROJECT NAME: Well Drilling Services – IDL Conifer Seed Orchard

PROJECT NUMBER: 00-0066-305-2019

PROJECT OVERVIEW:

This project includes well drilling services (e.g., site preparation activities, well drilling, well installation) and the purchase/installation of an appropriately sized high volume pump. Based on initial research and help from the Idaho Department of Water Resources, IDL estimates the approximate depth of the well at twelve-hundred feet (1200'). The well, and associated pump must supply between 0.25 and 3.25 cubic feet per second (cfs) of water.

PROJECT LOCATION:

The site of the proposed well drilling is approximately five (5) air miles south of the Lewiston Airport. The attached maps provide a more detailed location.

ACCESS AND SITE CONDITIONS:

The Contractor may access the site from the county road, Volmer Road, and then onto native material for approximately a couple hundred feet. An unofficial approach to the project site exists that the current lessee uses to ingress and egress large equipment. The site contains fairly flat terrain with no mobilization obstacles during drier weather.

PROJECT REQUIREMENTS:

1. Unless otherwise specified in the Contract Documents, the Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the project requirements.

The Contractor shall ensure all equipment utilized for well drilling is properly sanitized and in good working condition. All project requirements shall be completed by the Contractor in accordance with all applicable laws and regulations.

2. Contractor shall apply for, obtain, and be responsible for all required permits to complete the requirements of this project.
3. The Contractor shall drill the well according to Idaho Well Construction Standards Rules (IDAPA 37.03.09) as promulgated by the Idaho Department of Water Resources to complete a well that produces a minimum of 0.25 cfs of water and does not exceed 3.25 cfs of water.
4. If requested by the FIC during drilling activities, the Contractor shall remove and legally dispose of all drill cuttings from the site.

5. **DISINFECTION:** Once the Contractor finishes drilling the well and testing the pump, the Contractor shall perform a coliform bacteria test. If this results in a positive reading for coliform bacteria, the Contractor shall be required to sanitize the well and pump until the well water falls within the required water quality standards for coliform bacteria. Contractor shall contain the discharge of chemically treated water from the well, utilizing a catch basin, to avoid damage to existing vegetation at the site. Contractor will be responsible for the repair or replacement of any contaminated soil or plant life damaged outside of the designated work area as the result of the discharge of disinfection agents, neutralizing agents, byproducts, or spills. Contractor may use neutralizing chemicals to reduce chlorine concentrations. Contractor shall take care not to over-apply neutralizing chemicals.
6. Provide all necessary materials and tools required to perform and record an alignment test. The maximum misalignment, or "dogleg," permissible is one that will allow a 40-ft long section of pipe, or a dummy, to pass freely through it. The outside diameter of the pipe or dummy should be not smaller than ½ inch less than the inside diameter of the casing or hole being tested. If a dummy is used to test, it should have a minimum of three rings 12-in. wide, located at the top, bottom, and center on a rigid frame.
7. The Contractor will collect sufficient water for required water quality tests of the following, but not limited to:
 - a. Bacteriological
 - Total Coliform Bacteria
 - Fecal Coliform and E. Coli
 - b. SOC
 - 2,4-D (2,4-dichlorophenoxyacetic acid)
 - 2,4,5-TP (2,4,5-trichlorophenoxypropanic acid) of (Silvex)
 - 3-hydroxycarbofuran
 - Alachor
 - Aldicarb sulfoxide
 - Aldicarb sulfone
 - Aldicarb
 - Atrazine
 - Benzopyrene
 - Carbaryl
 - Carbofuran
 - Chlordane
 - Dalapon
 - Di(2-ethylhexyl) adipate
 - Di(2-ethylhexyl) phthalate
 - Di(2-ethylhexyl) phthalate
 - Dibromochloropropane
 - Dinoseb
 - Diquat
 - Endothall
 - Endrin
 - Ethylene dibromide (EDB)
 - Glyphosate

Heptachlor
Heptachlor Epoxide
Hexachlorobenzene
Hexachlorocyclopentadiene
Lindane
Methomyl
Methoxychlor
Oxamyl (Vydate)
PCB's as decachlorobiphenyl or arochlors
Pentachlorophenol (penta)
Picloram
Simazine
Toxaphene

c. VOC

Vinyl chloride
Benzene
Carbon tetrachloride
1,2-dichloroethane
Trichloroethylene
para-dichlorobenzene (1,4-dichlorobenzene)
1,1-dichloroethylene
1,1,1, -trichloroethane
cis 1,2-dichloroethylene
1,2-dichloropropane
Ethylbenzene
Monochlorobenzene
ortho-dichlorobenzene (1,2-dichlorobenzene)
Styrene
Tetrachloroethylene
Toluene
trans-1,2-dichloroethylene
Xylenes (total)
Dichloromethane
1,2,4-trichlorobenzene
1,1,2-trichloroethane
meta-dichlorobenzene (1,3 dichlorobenzene)
1,1-dichloropropene
1,1-dichloroethane
1,1,2,2- tetrachloroethane
1,3-dichloropropane
Chloromethane
Bromomethane
1,2,3-trichloropropane
1,1,1,2-tetrachloroethane
Chloroethane
2,2-dichloropropane
ortho-chlorotoluene (2,2-chlorotoluene)
para-chlorotoluene (1,4-chlorotoluene)
Bromobenzene
1,3-dichloropropene

Chlorobenze
1,2 – Dichlorobenzene
1,4 – Dichlorobenzene
cis – Dichloroethylene
trans – Dichloroethylene

d. IOC

Alkalinity
Alpha Radioactivity
Antimony
Arsenic
Barium
Beryllium
Cadmium
Calcium Hardness
Cyanide Chromium
Fluoride
Mercury
Nitrate
Nitrite
Nickel
pH (properly taken on-site)
Radium 226
Radium 228
Selenium
Sodium
Sulfate
Temperature (properly taken on site)
Thallium
Total Dissolved Solids (TDS)
Uranium
Aluminum
Chloride
Color
Copper
Fluoride
Foaming agents
Iron
Langlier Index
Manganese
Odor
Silver
Zinc

e. Sand Content

8. After completion and development of the well, and installation of the pump, commence test pumping (capable of delivering a discharge between 0.25 and 3.25 cfs) and record draw down of the new well during test pumping in accordance with the following requirements:
Recording Required: Static water level

Flow rate in gpm (gallons per minute)
 Depth to water level below reference point
 Corresponding real time

Flow Rate: Per Test Method
 Duration: Per Test Method

Frequency of E-tape measurements:

<u>Recording Interval</u> <u>minutes</u>	<u>Time into Test since change in flow rate,</u>
1 minute	0-10
5 minute	10-60
10 minute	60-120
20 minute	120-240
30 minutes	240+

9. The Contractor shall install a Department of Environmental Quality sampling hydrant adjacent to the well.
10. The Contractor shall purchase and install an in line well pump and all components to produce a water volume between 0.25 cfs and 3.25 cfs.
11. After completing all project requirements, the Contractor shall remove all tools, appliances, construction equipment and machinery, and surplus materials from the worksite, restoring it the property to a suitable condition as determined by the FIC.

PERIOD OF PERFORMANCE:

Contract work may commence after the Contractor receives a signed copy of the contract, participates in a prework conference with the FIC, and is dependent on physical soil conditions at the drill site. IDL requires the Contractor to contact the FIC three days prior to drilling. IDL expects the Contractor to complete the project by May 31, 2021.

INSPECTION:

FIC will be on site during drilling. The Contractor will provide a drill log to the FIC. The Contractor shall provide all well testing data to the FIC, including but not limited to sanitation test reports/data as well as well flow data.

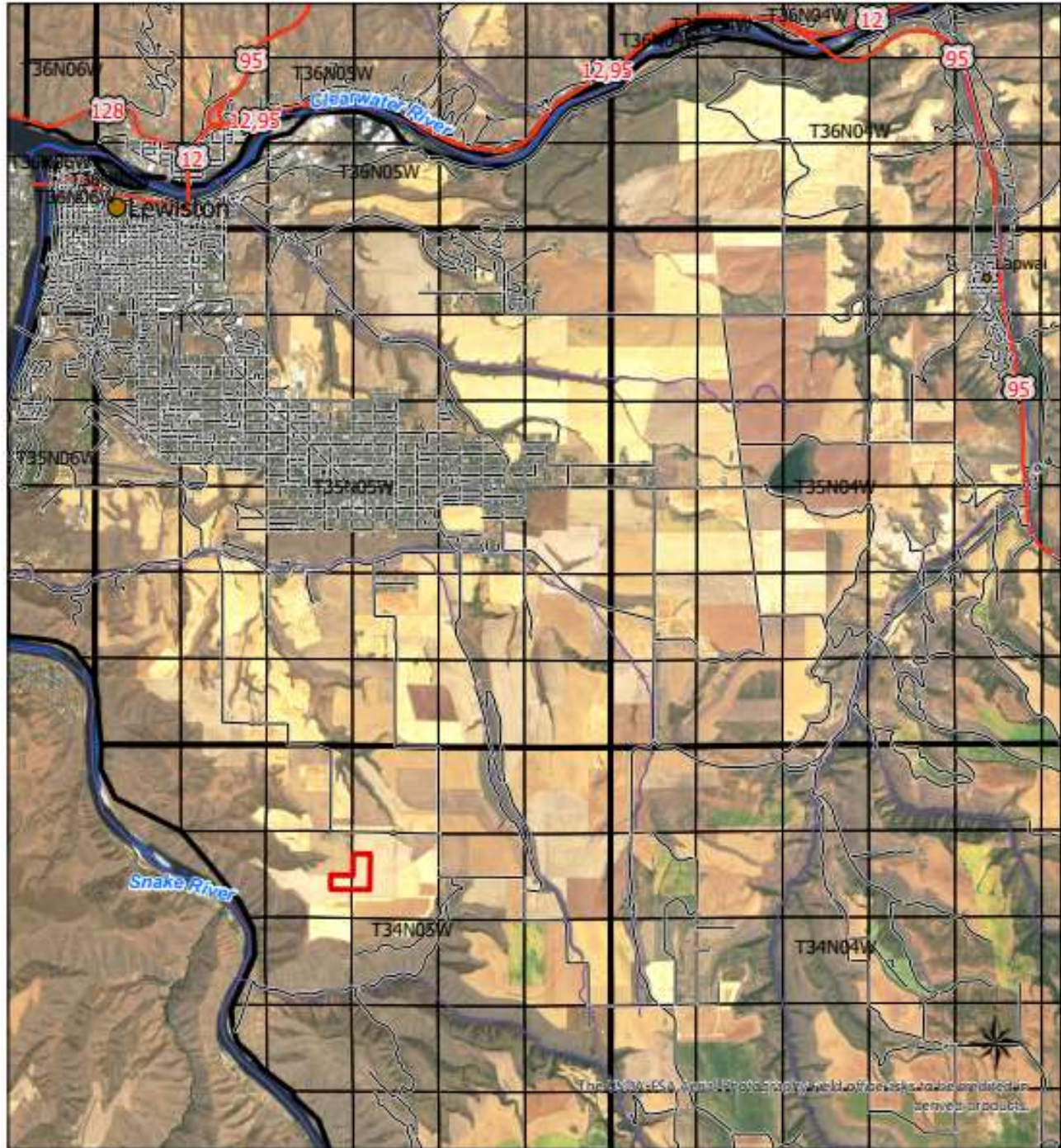
PAYMENT:

IDL will make payment for this project in accordance with Article 7 of the draft agreement included above. Contract shall submit invoice(s) to the FIC for initial review, approval, and routing.

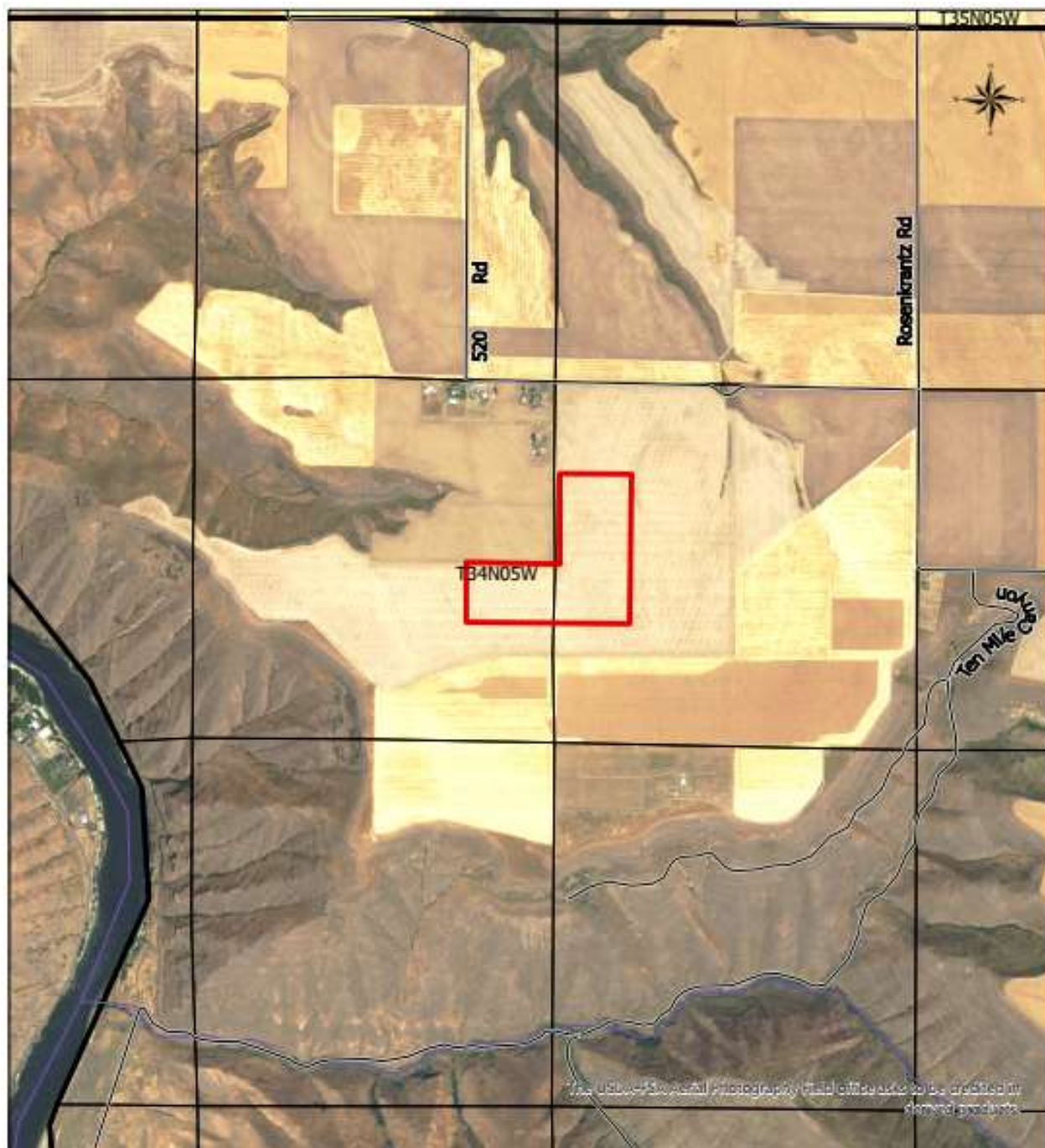
ADDITIONAL INFORMATION:

FIC contact information will be provided upon award of the Contract.

VICINITY MAP
IDL ITB 21-200-000066



BOUNDARY MAP IDL ITB 21-200-000066



- Orchard
- T/R Section

Roads

- Controlled-access Highway
- Secondary Highway or Major Connecting Road
- Local Connecting Road
- Local Road
- 4WD

0.5
 Miles

**ATTACHMENT 1
SCHEDULE A
IDL ITB 21-200-000066**

ATTACHMENT 2 SCHEDULE A ITB 21-200-000066 WELL DRILLING SERVICES - IDL CONIFER SEED ORCHARD - LEWISTON, ID IDL Timber Bureau Project #00-0066-305-2019				
ITEM	ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	TOTAL EXTENDED AMOUNT
Well Drilling Services	Site Preparation, Mobilization/Demobilization, Permitting, Drilling, Development, Install, Sanitation and Inspection	Lump Sum	1	
Well Pump	Purchase, Install and Testing of Well Pump	Lump Sum	1	
Any additional work required under this contract but not scheduled will be performed in accordance with Article 15 of the associated Agreement. The vendor supplying a Bid in response to this ITB MUST BE a currently licensed Idaho Public Works Contractor with the appropriate license class.				
		Contractor's Email		
Company Name		Contractor's Phone		
Contractor's Name		Taxpayer ID #		
Mailing Address		Idaho Public Works Contractor License #:		
		IPW License Class:		
Contractors Signature		Printed Name:		
Title				

**ATTACHMENT 2
BIDDER QUESTIONS
IDL ITB 21-200-000066
WELL DRILLING SERVICES – IDL CONIFER SEED ORCHARD – LEWISTON, ID**

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the solicitation section number that the question is for in the “Solicitation Section” field (column 2). If the question is a general question not related to a specific section, enter “General” in column 2. If the question is in regard to an IDL Contract Term or Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier in column 2, and the attachment page number in column 3.
3. Do not enter text in the “Response” field (column 5). This is for the IDL’s responses only.
4. Once completed, this form is to be e-mailed per the instructions in the solicitation. The e-mail subject line is to state the solicitation number followed by “Questions.”

	Solicitation Section	Page #	Question	Response
1				
2				
3				
4				
5				
6				
7				
8				
9				
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11				
12				
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